



October 22, 2010

Via Electronic Delivery

Ms. Jocelyn Boyd, Chief Clerk & Administrator
Public Service Commission of South Carolina
Synergy Business Park
Saluda Building
101 Executive Center Drive
Columbia, SC 29210

RE: Bandwidth.com CLEC, LLC – Local Tariff Revision – South Carolina PSC Tariff No. 2

Dear Ms. Boyd:

Enclosed for filing please find the revised local tariff pages submitted on behalf of Bandwidth.com CLEC, LLC SC PSC Tariff No. 2. This revision introduces new definitions, incorporates text changes to the rules and regulations and introduces Direct Inward Dial (DID) Direct Outward Dial (DOD), Foreign Exchange and Blocking Service. The Company respectfully requests this tariff filing to become effective October 29, 2010.

The following revised local tariff pages are included with this filing:

1 st Revised Page 2	Updates Check Sheet;
1 st Revised Page 3	Updates Check Sheet;
1 st Revised Page 4	Updates Table of Contents;
1 st Revised Page 5	Updates Table of Contents;
1 st Revised Page 8	Introduces additional definitions and incorporates text changes;
1 st Revised Page 9	Introduces additional definitions and incorporates text change;
1 st Revised Page 11	Incorporates text changes to Undertaking of the Company;
1 st Revised Page 14	Introduces additional regulation to Obligations of the Customer;
1 st Revised Page 20	Incorporates text change to Payment for Service;
1 st Revised Page 21	Incorporates text change to Payment for Service;
Original Page 34.1	Introduces Station Equipment description;
Original Page 38.1	Introduces Direct Inward Dial (DID) Service;
Original Page 38.2	Introduces Direct Inward Dial (DID) Service;
Original Page 38.3	Introduces Direct Outward Dial (DOD) Service;
Original Page 38.4	Introduces Direct Outward Dial (DOD) Service;
Original Page 38.5	Introduces Direct Inward Dial (DID)/Direct Outward Dial (DOD) Service;
Original Page 38.6	Introduces Direct Inward Dial (DID)/Direct Outward Dial (DOD) Service;
Original Page 38.7	Introduces Foreign Exchange Service;
Original Page 38.8	Introduces Foreign Exchange Service;
Original Page 38.9	Introduces Blocking Service;
Original Page 44.1	Introduces maximum and current rates for new services.

Please acknowledge receipt of this filing.

October 22, 2010
Ms. Jocelyn Boyd, Chief Clerk & Administrator
Public Service Commission of South Carolina
Page 2

Any questions regarding this filing may be directed to my attention at (407) 740-3031 or via email at sthomas@tminc.com.

Thank you for your assistance.

Sincerely,

/s/Sharon Thomas
Sharon Thomas, Consultant to
Bandwidth.com CLEC, LLC

ST/im.

Enclosure

Copy: C. Dukes, Scott, Executive Director, SC PSC
L.J. Freeman, Bandwidth
File: Bandwidth – SC Local
TMS: SCL1002

 LOCAL EXCHANGE SERVICES TARIFF

CHECK SHEET

The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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9	1 st Revised	*
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20	1 st Revised	*
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LOCAL EXCHANGE SERVICES TARIFF

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LOCAL EXCHANGE SERVICES TARIFF

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LOCAL EXCHANGE SERVICES TARIFF

DEFINITIONS

“Applicant” refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service. “Bandwidth. com” refers to Bandwidth.com CLEC, LLC

“Authorized User” refers to a person, corporation or other entity that is authorized by the Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

(N)

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(N)

“Business Hours” refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

“Commission” refers to the South Carolina Public Service Commission.

“Company” or “refers to Bandwidth.com CLEC, LLC

“Completed call” is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

“Customer” refers to the person, partnership, corporation, or other entity that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

(T)

(T)

“Customer Premises” is any location, equipment or facility designated by the Customer for the purposes of receiving and making use of the Company's services.

(N)

(N)

“Delinquent or Delinquency” refers to an account for which payment has not been paid in full on or before the last day for timely payment.

“End Office” refers to the LEC switching system office or serving wire center where Customer connections are terminated for purposes of interconnection to each other and/or to trunks.

(N)

(N)

“Enhanced Service Provider (“ESP”)” refers to enhanced service providers are providers of services over common carrier transmission facilities that employ computer processing applications that act on code, protocol, or similar aspects of a subscriber's transmitted application, that provide the subscriber with different or restructured information, or involve end user interaction with stored information.

(N)

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(N)

“Grandfathered Service” applies to an obsolete and/or outdated service that the Company no longer wishes to provide. The grandfathering of a service is the Company's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

“Hunting Service” refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

LOCAL EXCHANGE SERVICES TARIFF

DEFINITIONS, (CONT'D.)

"Joint User" refers to a person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such services are billed under a joint use arrangement. (N)
| (N)

"Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

"Local Calling" refers to a completed call or telephonic communication between Stations associated with the same local service area. (N)
(N)

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

"ORS" refers to the South Carolina Office of Regulatory Staff.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff and under the regulatory jurisdiction of the Commission.

"Service Order" refers to the written or verbal request for Company services by the Customer and the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff. (N)
| (N)

"Subscriber" refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

"Station" refers to the network control signaling unit and/or any other equipment or facility associated with the Customer Premises that enables the Customer to communicate through connections provided by the Company. (T)
| (T)

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Bandwidth.com Customers and used in conjunction with the Services provided pursuant to this tariff.

Issued: October 22, 2010

Effective: October 29, 2010

Jonathan S. Mitchell, CEO
4001 Weston Parkway
Cary, North Carolina 27513

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between Stations associated with the same local service area. This tariff contains the regulations, rates and charges applicable to resold and facilities-based local exchange services provided by the Company to business/non-residential and residential customers in the State of South Carolina.

(T)

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(T)

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff.

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises due to negligence of the Customer unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.2.6 Except as otherwise stated in this tariff, Customers may be required to enter into written service orders. Customers will also be required to execute any other documents as may be reasonably requested by the Company to provide service.

(N)
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(N)

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Bandwidth.com, shall not result in the imposition of any liability upon Bandwidth.com.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Payment for Service

- 2.5.1 Unless otherwise agreed to, the Company will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within thirty (30) days of the Bill Date (the “Due Date”). (T)
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge. Non-regulated and 900 related charges are not subject to late payment penalty. The late payment charge will accrue at the rate of 1-1/2% per month until paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a five (5) day written notice shall be required in order to terminate services hereunder for non-payment. Service will be terminated only on Monday through Thursday between the hours of 8:00am and 4:00pm, unless provisions have been made to have someone available to accept payment and reconnect service.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Payment for Service, (Cont'd.)

2.5.3 The customer is responsible for payment of all charges for service furnished to the customer pursuant to this tariff. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. Unless otherwise agreed to, all fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

(T)
(T)

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.20 Station Equipment

2.20.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provide by and maintained at the expense of the User. Unless otherwise agreed by the Company and the Customer, each User is responsible for the provision of wiring or cable necessary to connect to the applicable service demarcation point established by the Company.

2.20.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

(N)

(N)

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

3.8 Direct Inward Dial (DID) Service

3.8.1 General

- A. DID Service provides a Customer with a local voice grade telephonic communications channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer Premises.
- B. DID Service may be provided in conjunction with non-regulated services (including but not limited to ESP services) offered by the Company pursuant to contract. Charges for DID Service apply in addition to: (i) dedicated or switched transport charges (including but not limited to for IP transport or those charges associated with Foreign Exchange service) and/or (ii) any conversion of protocol that may be required for delivery to the Customer Premises as part of any Enhanced Service.
- C. To the extent that contractual rates for DID Service differ from those set forth in Section 4.4, they will be subject to the terms of the Customized Pricing Arrangements ("CPA") as set forth in Section 3.3 of this Tariff.

(N)

(N)

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

3.8 Direct Inward Dial (DID) Service, (Cont'd.)

3.8.2 Service Eligibility, Restrictions and Limitations

- A. Connectivity to E911, operator services and directory assistance is not supported by DID Service.
- B. The Company reserves the right to provision DID service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- C. The Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.
- D. The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

(N)

(N)

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

3.9 Direct Outward Dial (DOD) Service

(N)

3.9.1 General

- A. DOD Service provides a Customer with a local voice grade telephonic communications channel to originate outbound voice or data calls from local telephone numbers assigned to the Customer. DOD Service transmits the dialed digits for all outbound calls, allowing the Customer's outbound calls to be routed as required by the Customer from the Customer Premises. Where available from the Company, long distance services (*i.e.*, presubscribed 1+ toll calling) can be provided in conjunction with DOD Service or Customers may choose to route traffic to other carriers for long distance termination.
- B. Connectivity to E911, operator services and directory assistance is supported by DOD Service.
- C. DOD Service may be provided in conjunction with non-regulated services (including but not limited to ESP services) offered by the Company pursuant to contract. Charges for DOD Service apply in addition to (i) dedicated or switched transport charges (including but not limited to for IP Transport or those charges associated with Foreign Exchange service) and/or (ii) any conversion of protocol that may be required for delivery to the Customer Premises as part of any Enhanced Service.
- D. To the extent that contractual rates for DOD Service differ from those set forth in Section 4.5, they will be subject to the terms of the Customized Pricing Arrangements ("CPA") as set forth in Section 3.3 of this Tariff.

(N)

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

3.9 Direct Outward Dial (DOD) Service, (Cont'd.)

3.9.2 Service Availability, restrictions and limitations

- A. The Company reserves the right to provision DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- B. The Company, at its sole discretion reserves the right to limit the quantity of DOD number blocks a Customer may obtain. Requests for 30 or more DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DOD numbers.
- C. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

(N)

(N)

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

3.10 Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service

(N)

3.10.1 General

- A. DID/DOD Service combines DID Service as described in Section 3.8 with (DOD) service as described in Section 3.9. DID/DOD Service provides a Customer with a local voice grade telephonic communications channel to place and receive voice or data calls. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to or from the Customer Premises. Where available from the Company, long distance services (*i.e.*, presubscribed 1+ toll calling) can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination.
- B. Connectivity to E911, operator services and directory assistance is supported by DID/DOD Service.
- C. DID/DOD Service may be provided in conjunction with non-regulated services (including but not limited to ESP services) offered by the Company pursuant to contract. Charges for DID/DOD Service apply in addition to (i) dedicated or switched transport charges (including but not limited to for IP transport or those charges associated with Foreign Exchange service) and/or (ii) any conversion of protocol that may be required for delivery to the Customer Premises as part of any Enhanced Service.
- D. To the extent that contractual rates for DID/DOD Service differ from those set forth in Section 4.6, they will be subject to the terms of the Customized Pricing Arrangements ("CPA") as set forth in Section 3.3 of this Tariff.

(N)

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

3.10 Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service, (Cont'd)

(N)

3.10.2 Service availability, restrictions and limitations

- A. The Company reserves the right to provision DID/DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- B. The Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. Requests for 30 or more DID/DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers.
- C. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

(N)

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

3.11 Foreign Exchange Service

3.11.1 General

- A. Foreign Exchange Service is exchange service furnished from an exchange other than the one which would normally serve the area in which the Customer Premises is located.
- B. Foreign Exchange Service may be provided as Inbound Only (in conjunction with DID Service), Outbound Only (in conjunction with DOD Service), or Two-Way service (in conjunction with DID/DOD Service).
- C. The local calling area that applies to Foreign Exchange Service is the same as that which regularly applies to other Company-provided local exchange services bearing the same NPA-NXX designation.
- D. To the extent that the contractual rates for Foreign Exchange service differ from those set forth in Section 4.7, they will be subject to the terms of the Customized Pricing Arrangements (“CPA”) as set forth in Section 3.3 of this Tariff.

3.11.2 Service availability, restrictions and limitations

- A. Foreign Exchange Service is only available on and in conjunction with DID Service, DOD Service, and DID/DOD Service. The Customer must purchase DS3 transport between the home and foreign exchanges. The Company may provide other forms of transport to deliver Foreign Exchange Service on a Special Customer Arrangement.
- B. The Company reserves the right to provision Foreign Exchange Service based upon the availability of facilities and equipment necessary to support the Customer’s specific service requirements at a reasonable cost. Where agreed by the Company and where technically feasible, the Customer may also elect to self-provide transport between its “home exchange” and the foreign exchange in lieu of purchasing Foreign Exchange Service from the Company to obtain exchange service in the foreign exchange.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

3.11 Foreign Exchange Service, (Cont'd.)

3.11.2 Service availability, restrictions and limitations (Cont'd.)

- C. The Company, at its sole discretion, reserves the right to limit the quantity of telephone number blocks a Customer may obtain in connection with Foreign Exchange Service. Such requests shall be handled in accordance with the policy set forth in this Tariff for the underlying service (*i.e.*, DID Service, DOD Service, or DID/DOD Service). In addition, the Company reserves the right to review vacant stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the telephone numbers.
- D. The Customer has no property right to the telephone number or any other call number destination associated with any service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

(N)

(N)

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

3.12 Blocking for 10XXX1+/10XXX011+ Calls

This service prevents 10XXX1+ and 10XXX011+ calls from being completed from the Customer's line and is offered subject to the availability of facilities. Provision of this service does not alleviate Customer responsibility for charges associated with completed toll calls.

(N)
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(N)

LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.4 Direct Inward Dial (DID) Service

	Nonrecurring		Monthly Recurring	
	<u>Actual</u>	<u>Maximum</u>	<u>Actual</u>	<u>Maximum</u>
Per DID Number	\$0.00	\$5.00	\$0.50	\$2.00

4.5 Direct Outward Dial (DOD) Service

	Nonrecurring		Monthly Recurring	
	<u>Actual</u>	<u>Maximum</u>	<u>Actual</u>	<u>Maximum</u>
Per DOD Number	\$0.00	\$5.00	\$0.50	\$2.00

4.6 Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service

	Nonrecurring		Monthly Recurring	
	<u>Actual</u>	<u>Maximum</u>	<u>Actual</u>	<u>Maximum</u>
Per DID/DOD Number	\$0.00	\$5.00	\$0.50	\$2.00

4.7 Foreign Exchange Service

The following rates apply to Foreign Exchange Service. Customers must subscribe to Foreign Exchange Service for a minimum of one (1) year. The pricing listed below is in addition to those rates that apply as set forth elsewhere in this tariff for the underlying service (*i.e.*, DID Service, DOD Service, or DID/DOD Service) with which the Foreign Exchange Service is associated. Foreign Exchange Service is co-terminous with the underlying service with which it is associated.

	Nonrecurring		Monthly Recurring, Per Mile	
	<u>Actual</u>	<u>Maximum</u>	<u>Actual</u>	<u>Maximum</u>
DS3 Foreign Exchange Service	\$500.00	\$1,000.00	\$50.00	\$100.00

4.8 Blocking for 10XXX1+/10XXX011+ Calls

	Nonrecurring		Monthly Recurring	
	<u>Actual</u>	<u>Maximum</u>	<u>Actual</u>	<u>Maximum</u>
Per Line or Trunk Arranged	\$0.00	\$1.00	\$0.00	\$1.00

Issued: October 22, 2010

Effective: October 29, 2010

Jonathan S. Mitchell, CEO
4001 Weston Parkway
Cary, North Carolina 27513